

REMARKS/ARGUMENTS

This amendment responds to the office action dated June 14, 2006.

The Examiner rejected claims 33-38, 40-48, and 50-52 under 35 U.S.C. § 102(e) as being anticipated by Suzuki et al., U.S. Patent No. 6,590,585 (hereinafter Suzuki). The Examiner rejected dependent claims 39 and 49 under 35 U.S.C. § 103(a) as being obvious in view of the combination of Suzuki with Peairs et al., U.S. Patent No. 6,085,205 (hereinafter Peairs). The Examiner's rejection is premised on an improper reading of each of independent claims 33 and 43. Specifically, the Examiner fails to properly read the word "alternatively" which is defined in Webster's Third New International Dictionary of the English Language as "the power to choose between two courses of action." The applicant notes that each of claims 33 and 43 use the term "alternatively" to describe the ability of a *user* of the claimed system, i.e. each of claims 33 and 43 claim a system that empowers a user to selectively choose between incrementing the displayed range by either a month or a portion of a month. The applicant further notes that, when amending the claims to include the aforementioned limitation, the applicant expressly stated, consistent with the grammatical structure of the respective claims, that claims 33 and 43 specified "that the claimed browser portion enable the displayed range to be incremented, at the option of the user, by a month where that increment is selected by a user, *and* by a portion of a month where that increment is selected by the user." The applicant previously distinguished Suzuki by noting that that reference did not give the user the option, or "choice of incrementing the displayed range by a portion of a month."

The Examiner, however, adopted a reading of these claims that ignores the sentence structure of the claims, as well as the aforementioned file history, instead assuming that the term "alternatively" only modified the capabilities of the claimed browser, i.e. that the claims only require a browser that either allows a user to increment the claimed range by a month or increment the claimed range by a portion of a month. The Examiner's reading is not plausible. Nonetheless, to eliminate any possibility of the Examiner maintaining this interpretation, the applicant has amended claims 33 and 43 to recite the limitation "a browsing portion enabling a user to selectively increment said

range by a month and alternatively enabling said user to selectively increment said range by a portion of a month." Suzuki does not give a user an alternative to the single option of incrementing the displayed range by a month. Stated otherwise, Suzuki fails to disclose the limitation of "*alternatively enabling said user to selectively increment said range by a portion of a month.*" (emphasis added).

The applicant further notes that the Examiner is misreading each of dependent claims 35 and 46, which each recite the limitation of "said browsing portion permits said user to adjust the size of *said range* by a number of days equal to or greater than a week." The term "size of *said range*" refers to the number of days simultaneously displayed on a screen. If, for example, if the calendar based photo browser of Suzuki were displaying the month of March, the size of the range would be 31 days (the maximum size permitted by Suzuki) and if the browser were displaying the month of February in a non-leap year, then the size of the range would be 28 days. Thus, a user of Suzuki's photo browser would, at best, be able to adjust the size of the range by, *at most, four days*. (The word size modifies the term range, and the word adjust describes the user's ability to change the size of the range). Each of claims 35 and 46, however, require a user to be able to adjust the size of the range by at least seven days, which could never be done with Suzuki's photo browser.

The Examiner seems to incorrectly assume that applicant is claiming adjusting the *time interval* between successive displayed ranges by a number of days equal to or greater than a month. Thus, when a user of Suzuki changes the display from March to May, the display skips over the 30 days in April. This, however, is not what either claim says. The claim states "where said browsing portion permits said user to adjust the size of said range by a number of days equal to or greater than a week." Independent claims 33 and 43, from which these claims depend, each state that the calendar portion has a "range of displayed dates." Hence, the claimed "size" of the range is the number of days displayed to the user, which in Suzuki depends solely on which particular month is selectively displayed. When selecting a new month, irrespective of what month is initially displayed or what month is being selected for display, a user can at most adjust the size of the displayed range by four days.

In both instances (independent claims 33, 43 and dependent claims 35, 46) the Examiner fails to carefully parse the language of the claims to determine the subject matter claimed. Instead, the Examiner adopts claim interpretations that contradict both the grammatical structure of the claims and the declared meaning of the claims by the applicant. Therefore, each of independent claims 33 and 43, along with their dependent claims 34-42, 44, and 46-52 are each patentably distinguished over Suzuki (claims 33-38 and 40-48) and the combination of Suzuki with Peairs (claims 39 and 49).

In view of the foregoing amendments and remarks, the applicant respectfully requests reconsideration and allowance of claims 33-44 and 46-52.

Respectfully submitted,



Kurt Rohlfs, Reg. No. 54,405
Tel: (503) 227-5631